

**PORT OF VALDEZ
COMMUNICATIONS SITE AGREEMENT**

This COMMUNICATIONS SITE AGREEMENT (Agreement) is hereby entered into on this **1st** day of **October, 2015** by and between the **CITY OF VALDEZ, ALASKA** (hereinafter referred to as "City"), an Alaska municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686 and **THE ALASKA WIRELESS NETWORK, LLC** (hereinafter referred to as "Lessee"), a Delaware limited liability company as the successor in interest to GCI Communication Corp. (GCI), whose address is 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503.

WITNESSETH:

WHEREAS, the City is owner of that certain parcel of real property that is located in the Valdez Recording District, Third Judicial District, State of Alaska (Real Property), more particularly described as follows:

Island F, a portion of ADL Nos. 201084 & 212412, also known as "Ammunition Island," referenced in Alaska Tidelands Survey 564, located in Township 8 South, Range 6 West, Copper River Meridian, Valdez Recording District, Third Judicial District, State of Alaska; and

WHEREAS, located upon that Real Property is a certain grain handling facility, known as the Valdez Grain Terminal (Terminal); and

WHEREAS, Lessee is engaged in the business of providing communication services in and around Valdez, Alaska, and desires to place certain equipment that is associated with the provision of communication services on and upon certain Terminal towers and structures and, further, desires to make and place certain improvements to and upon the Real Property whose function is to be associated with the operation of such equipment; and

WHEREAS, the City seeks to act in such a fashion so as to facilitate the provision of improved and innovative communications to the residents of Valdez and specifically find that this Agreement conforms therewith.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the City and Lessee as follows:

1. Use of Real Property/Terminal. The City grants to Lessee the right and privilege to come and be present upon and to make use of the Real Property and Terminal for the following purpose only:

To place, install, maintain and operate equipment associated with the provision of communications equipment services to the residents of the City of Valdez and the surrounding vicinity, as more specifically provided in paragraph 5 below.

Lessee shall not commit or allow to be committed waste upon or to the Real Property or Terminal or any public or private nuisance or other act or thing (including but not limited to noise or vibration) which disturbs City, any neighboring property owner or tenant.

2. Fees. Lessee shall pay to the City, in exchange for the right and privilege to use the Real Property and Terminal as is permitted under this Agreement, and for the Term thereof, the sum of EIGHT HUNDRED DOLLARS and NO CENTS (\$800.00) per month.

These fees shall be paid in advance in one annual payment on or before October 1, of each year. Fees shall be paid directly to the City of Valdez, P.O. Box 307, Valdez, Alaska 99686.

3. Term. This Agreement shall be for a term of FIVE (5) years, commencing on **October 1, 2015** and terminating on **September 30, 2020**, unless this Agreement is terminated at some earlier date under the terms and conditions set out hereinafter.

4. Extended Term. Lessee shall have the right to extend the Term of this Agreement for a period of FIVE (5) years if and insofar as Lessee gives written notice to the City of an intention to exercise this option no later than thirty (30) days prior to the expiration of the Term and that, at such time, Lessee is not in default in the performance of any of the terms and conditions of this Agreement or has failed to comply with any of the terms and conditions hereof. Two additional FIVE (5) year extensions may be granted by the City if Lessee is in compliance with this Agreement and the City deems this to be in the best interest of the City. At each extension, the City may increase the use rate based upon the fair market rental value of the use by Lessee.

5. Specific Equipment Permitted. The type and kind of equipment that Lessee is permitted to place, install, operate, and maintain upon the Real Property and Terminal under this Agreement is depicted in Exhibit A attached hereto and limited to the following:

Upon the tower located at the Terminal, Lessee may place and install microwave dishes, antennas, wave guides, coaxial cables, and related electrical equipment;

Upon the Real Property, Lessee may place one (1) building of a size not to exceed, as measured utilizing external dimensions, 288 square feet in area and 15 linear feet in height plus sufficient area for a snow roof for the building;

6. Consent Required. Lessee shall not place or install any equipment, or make any alteration, addition, or improvement to any existing equipment previously placed or installed, or place or put any improvements on or to the Real Property or Terminal, or commence any such undertaking without the prior written consent of the City.

As a condition precedent to such consent, Lessee shall deliver to the City written plans and specifications for all such work. The plans shall show the layout of all proposed buildings, modifications to existing buildings or structures, and all other modifications, dimensions and locations of utilities if modified, drainage plan, specific use of said improvements, and a schedule of the completion dates for such modifications and other improvements. Such consent will not be unreasonably withheld by the City. It is not the intent of this paragraph to restrict or prevent any maintenance required.

7. Interference with Terminal Operation. Lessee shall not place, install, maintain, or operate any equipment on or come upon, occupy or use the Terminal or Real Property so as to hamper the operation or use of the Terminal as a grain handling facility, cement powder storage and distribution facility, or as any other facility or that interferes with or impairs any of the rights or benefits of the City, or any other lessee or operator that may arise out of or under the Agreement. The use of the Terminal and Real Property for purposes deemed of higher public benefit by the City takes precedent over any use by Lessee.

8. Multi-Use Facility. Lessee recognizes that the Valdez Container Terminal (VCT) is a multi-use facility. There will be occasions during the servicing of ammunition ships that Lessee's personnel may be restricted from access to the Terminal due to Coast Guard, Department of the Army, Department of Defense, or any other applicable regulations. Any such business interruptions shall create no financial obligation upon the City for any cost of such interruption to Lessee operations.

9. Compliance with Government Regulations. Lessee shall comply and assumes sole responsibility for compliance with any and all economic, operational, safety, and other requirements as are or may be imposed by federal, state, municipal, or other law or regulatory body, that apply or relate thereto pursuant to its involvement in the communications business generally or cellular communications specifically; Lessee agrees to reimburse the City its entire costs, including but not limited to the amounts of fines or penalties and costs of counsel, arising from any assertion or finding

of a lack of compliance with any aforesaid laws and/or regulations arising out of or with respect to Lessee's operations of the equipment associated with this Agreement.

10. Transportation Worker Identification Credential (TWIC). Lessee understands that the Terminal is located on a regulated facility as defined by the U.S. Coast Guard, Department of Homeland Security and agrees to comply with any and all regulations in 33 CFR, Chapter 1, Subchapter H, Part 105 – Maritime Security: Facilities.

Lessee agrees to provide the Port office with a list of all employees or contractors needing access to the Terminal. All employees and contractors shall have a valid TWIC or be escorted by a valid TWIC holder that has been approved for access to the Terminal.

All employees and contractors shall present their valid TWIC to the Port office located at 412 Ferry Way to be approved for access to the Terminal.

Lessee agrees to notify the City in the event an employee approved for access to the Terminal leaves the company or has their TWIC revoked.

11. Nuisance. Lessee shall immediately remove from the Terminal and Real Property any of the following which are determined to be abandoned: buildings, improvements, vehicles, equipment, machinery or fixtures. Lessee shall not allow a public nuisance to exist or to be created or maintained on the Real Property or Terminal. If the City Manager or Port Director determines that Lessee has failed to perform as required by this subsection, the City Manager or Port Director may direct Lessee to secure a labor force to so perform at the sole expense of Lessee and Lessee shall do so immediately. If Lessee fails to commence such performance within twenty-four hours after notice from the City Manager or Port Director, the City Manager or Port Director may arrange for such performance at the sole expense of Lessee and Lessee shall pay those expenses.

12. Indemnification. Lessee hereby assumes the entire responsibility and liability arising from Lessee portion of any negligence for any and all damage or injury of any kind or nature whatsoever to all persons, whether employees, contractors, vendors, invitees, or otherwise, and to all property, growing out of or resulting from the existence, placement, installation, maintenance, use, or operation of equipment or improvements upon the Terminal or Real Property under this Agreement.

Lessee agrees to indemnify and save harmless the City, its agents, servants, and employees, from and against all loss, expenses, including attorney fees, damage or injury growing out of or resulting from or occurring in connection with the existence, placement, installation, maintenance, operation or use of equipment or improvements

upon the Terminal or Real Property under this Agreement arising from Lessee portion of any negligence.

13. Insurance Requirements. Lessee shall maintain at its own expense insurance in such forms and amounts as is necessary to satisfy and meet its indemnification obligations set forth in this Agreement and shall give to the City certificates from all carriers showing the dates and expiration of any and all such policies of insurance as well as the limits of liability thereunder. City shall be named as an additional insured on all such policies, and Lessee's insurance carriers shall provide to City with (i) 30 days prior written notice of cancellation and/or any material change in any such policy and (ii) a renewal certificate 15 days prior to the renewal of any such policy.

14. Termination. This Agreement may be terminated by the City should Lessee's use interfere with the City's use of the Real Property or Terminal for purposes deemed by the City as in the best interest of the public, by providing Lessee with one hundred eighty (180) days prior written notice of termination. This Agreement may be terminated by the City upon Lessee's failure to perform or comply with any of the conditions or obligations contained in this Agreement, or the filing of a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee, by or against Lessee; in such event, the City shall give Lessee ten (10) days prior written notice of the termination and Lessee shall have thirty (30) days to remove any of its equipment from the Terminal and Real Property. This Agreement may be terminated by Lessee upon thirty (30) days prior written notice of the termination and Lessee shall then have thirty (30) days from the date of such notice to remove all of its equipment from the Terminal and Real Property. The City reserves the right to terminate this agreement if it is in the best interest of the public to do so.

15. Radio Interference. At the City's request, Lessee shall discontinue the use of the Terminal as a transmitting/receiver site should Lessee's use interfere with any FCC licensed transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

16. Assignability. Lessee shall not assign (by operation of law or otherwise) or transfer this Agreement or any interest therein without the prior written consent of the City, which consent shall not be unreasonably withheld.

17. Non-exclusive Use. The use of the Terminal and Real Property by Lessee will not be an exclusive use and therefore others who request to use it for similar purposes may also be allowed to do so by the City.

18. Snow Removal. Lessee will be responsible for all snow removal necessary for its use under this Agreement.

19. Electrical Installation/Usage. Lessee will be responsible for the cost of installation of and the utilization of electricity needed for its use. Lessee may utilize, if feasible, the existing port master meter to access power to the site of Lessee's facilities. The City will bill Lessee for reimbursement of power used by Lessee under this Agreement.

20. Environmental Laws.

- (a.) Lessee represents, warrants, and agrees that it will conduct its activities on the Real Property and Terminal in compliance with all applicable Environmental Laws (as defined in attached Exhibit B), and will keep the Real Property and Terminal free of Hazardous Substances, except for fuel for emergency generators. The City represents, warrants, and agrees that it has in the past and will in the future conduct its activities on the Real Property in compliance with all applicable Environmental Laws and that the Real Property is free of Hazardous Substance (as defined in attached Exhibit B) as of the date of this Agreement.
- (b.) The City shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the City, that have occurred or which may occur on the Real Property. Lessee shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, caused by the Lessee, that have occurred or which may occur on the Real Property.
- (c.) Lessee agrees to defend, indemnify, and hold the City harmless from and against any and all claims, causes of action, demands, and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and attorney's fees that the City may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment arising solely from Lessee's activities on the Property.
- (d.) The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any governmental authority.

21. Waiver of the City's Lien. The City hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities of Lessee or any

22. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if hand delivered or sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service, addressed to the City or Lessee at the addresses indicted in the first paragraph of this Agreement or their principal places of business in Valdez, Alaska (or any other address that the Party to be notified may have designated to the sender by like notice). Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

APPROVED AS TO FORM:

CORPORATE SECRETARY:

BRENA, BELL & CLARKSON, P.C.
Attorneys for the City of Valdez

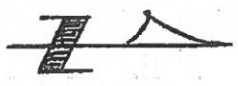
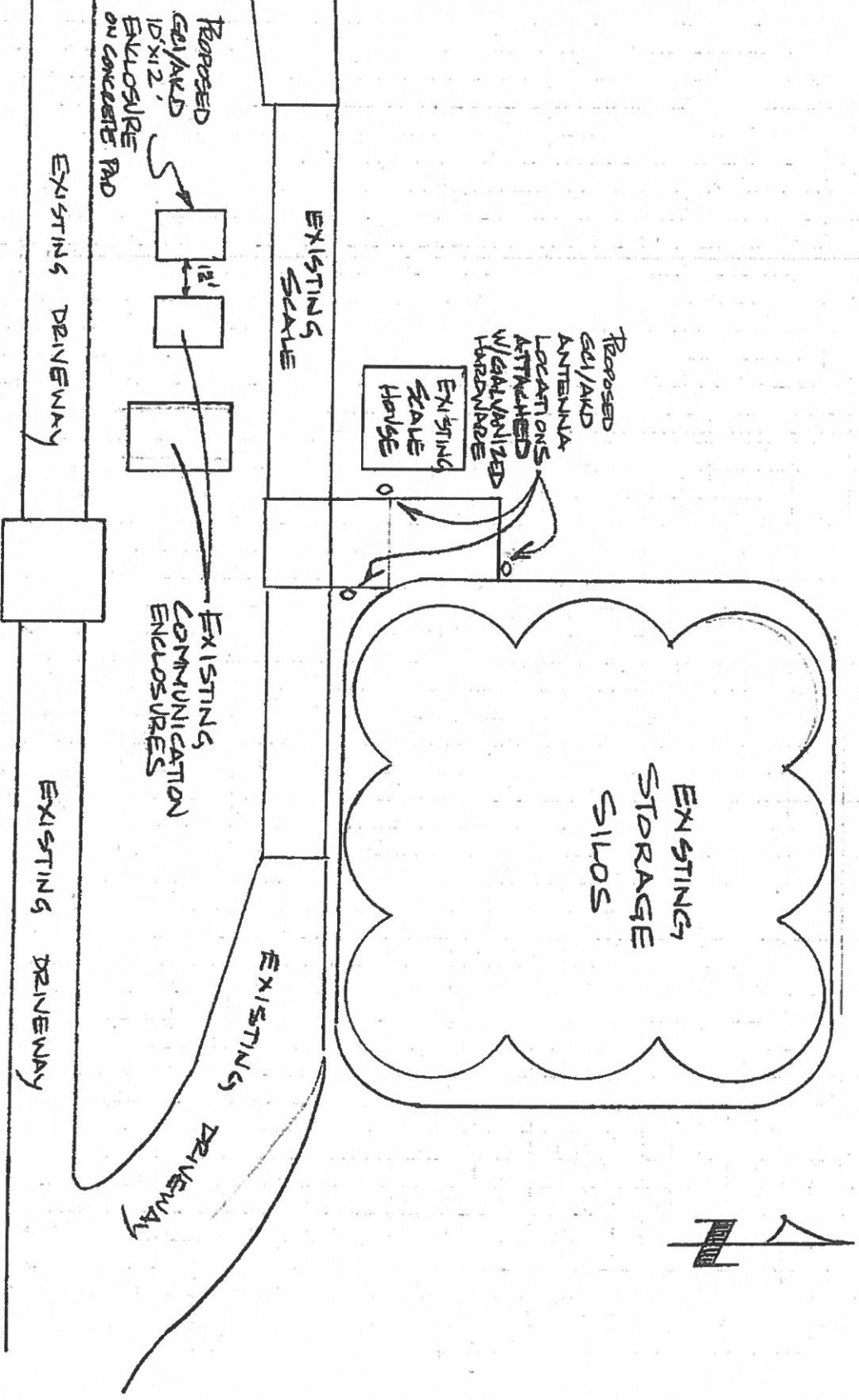
Attest: _____
Corporate Secretary

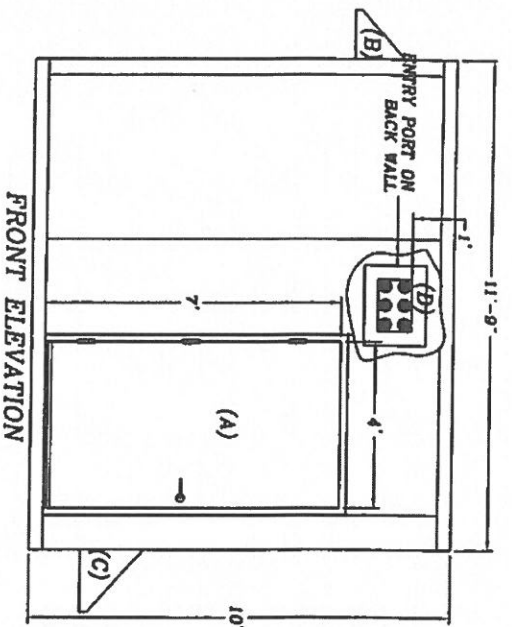
By:  _____
Anthony S. Guerriero

EXHIBIT A

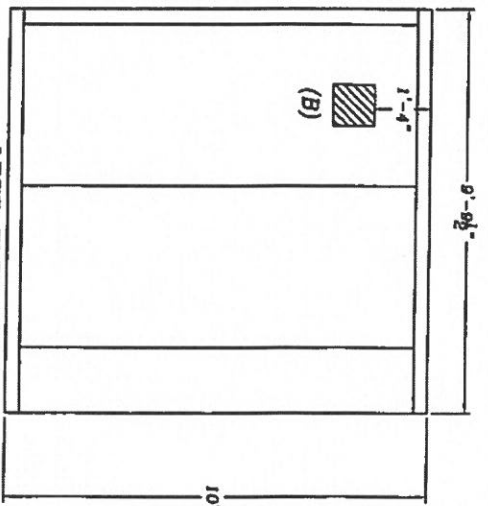
Description of Lessee building and antenna and building placement attached as Exhibit A.

WALDEZ-SILO

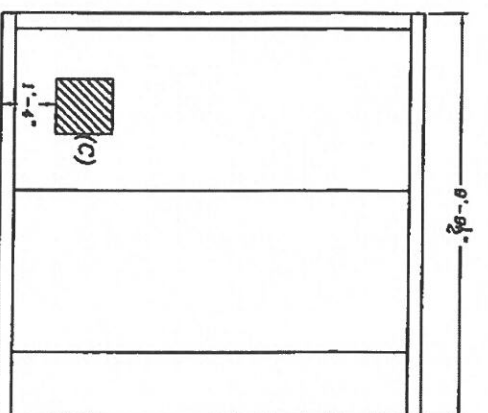




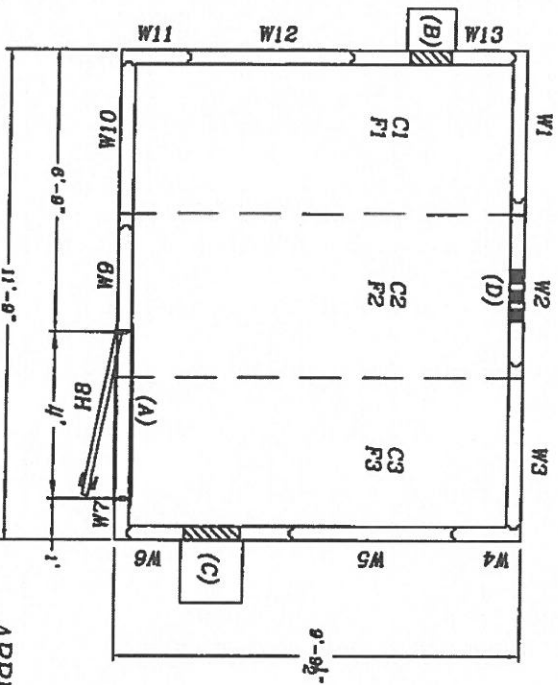
FRONT ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



- (A) Door, 4'0" x 7'0", insulated 24 ga. white with: frame, drip cap, threshold, weather seal, stainless steel NRP hinges, Door lockset, Self Storage unit type, padlockable, Door latchguard
- (B) Ventilation system - 110V exhaust fan, and weather hood
- (C) Ventilation system - 1000 cfm - motorized intake shutter, and weather hood
- (D) Waveguide entry port 6 hole 4"

APPROVAL DRAWING
Sign below when approved

x

A FACSIMILE OF THE SIGNED ORIGINAL OF THIS DRAWING SHALL HAVE THE SAME FORCE AND EFFECT AS THE ORIGINAL, AND SHALL, UPON RECEIPT BY ENVIRO BUILDINGS INC. BE BINDING ON BOTH PARTIES.

CONFIDENTIAL
PROPRIETARY



**ENVIRO
BUILDINGS**

325 PAYSON AVE.
QUINCY, IL 62301
TEL 217-222-5453
TEL 800-728-5454
FAX 217-228-2424

5 EACH BUILDINGS TO BE: 11'-9"x9'-9 1/2"x10'-0"

CUSTOMER

ALASKA DIGITEL

SITE:

P.O.#

6395

JOB# M19660

DWG. REF. 177940-7

DATE:

1/24/2007

SCALE:

APV.

DRAWN

SR

DRAWN
SR

NOTE—This code study is related to the floor, ceiling, walls, and roof structure, mechanical, and electrical equipment and furnishings illustrated as part of the building to the design drawings provided by Barris Building, Inc. and includes other/wire model exclusions (underground, network, and other configurations design not construction by others).

[illegible]

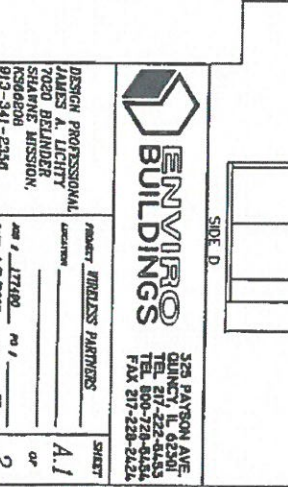
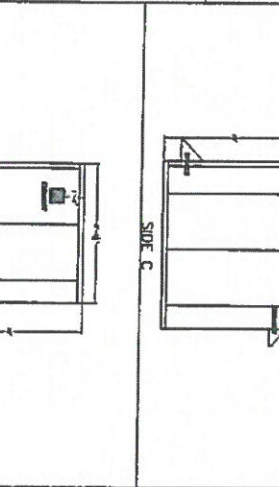
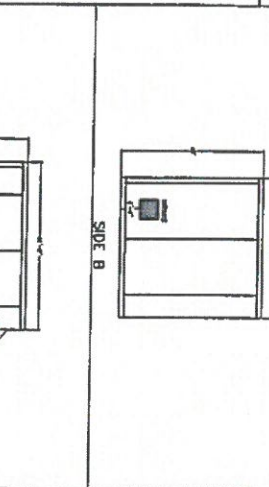
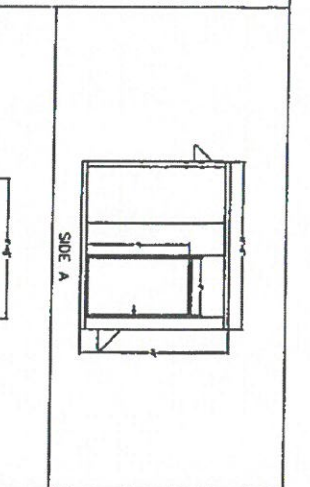
SHEET#	DESCRIPTION
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<u>A.1</u>	<u>Structural Detail</u>
<u>A.2</u>	<u>Structural Detail</u>

CODE SUMMARY					
	1996 BOCA	1999 SBC	2001 CBC	2000/2003 IBC	
CONST. TYPE	TYPE 5-B	W-UNPROT.	TYPE II-N	TYPEII-B	
OCCUPANCY	B	B	B	B	
OCC. LOAD	$\frac{W \times L}{300}$	$\frac{W \times L}{300}$	$\frac{W \times L}{300}$	$\frac{W \times L}{300}$	
ALLOWABLE AREA	7,200 S.F.	9,000 S.F.	8,000 S.F.	23,000 S.F.	
ACTUAL AREA	W x L	W x L	W x L	W x L	
SEISMIC ZONE	X	X	4	X	
MIN. HORIZ. DISTANCE SEPARATION	10 FEET	3 FEET	20 FEET	10 FEET	



PRODUCT WIRELESS PARTNERS **SUNBELT**
LOCATION _____
JOB # 177400 PO # _____
DATE 1/10/2007 COUNTRY USA
A.O.



CODE SUMMARY						
CONST. TYPE	1996 BCCA	1999 SEC	2001 ESC	2002/2003 EC		
OCCUPANCY	TYPE 5-8	W-LABOR101	TYPE B-M	TYPE1-B		
DEC. LAND	B	$\frac{B_{14}}{B_{15}}$	B	B		
ALLOWABLE AREA	7,300 S.F.	9,000 S.F.	8,000 S.F.	23,000 S.F.		
ACTUAL AREA	W L	W L	W L	W L		
SECURE ZONE	W L	X	4	X		
USE, HORIZ. DISTANCE	10 FEET	3 FEET	20 FEET	10 FEET		
SEPARATION						

[illegible]

SPECIFICATIONS

C

Z FOUNDATION PLAN

7

BLDG.
PER

CONC. SLAB PER
STRUCTURAL/ENG.

BLOG LENGTH PER TABL F

3. 21	14024
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PC 028	2/18-8	PC 028
PC 027	2/18-8	PC 027



SIDE D

SIDE B

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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SIDE C

DESIGN PROFESSIONAL JAMES A. LICHTY 7020 BELINDER SHAWNE MISSION, KS66628 913-341-2350	PRODUCT	WIRELESS PARTNERS	SOURCE
APPLICATION			A.1
			or
NO. / 17740	PG. /		
DATE 1/8/2007	DATE	SR	2

 **ENVIRO
BUILDINGS**

325 PLYMOUTH AVE.
QUINCY, IL 62301
TEL 217-422-8455
TEL 800-728-8454
FAX 217-422-2426


SIDE D



SIDE C

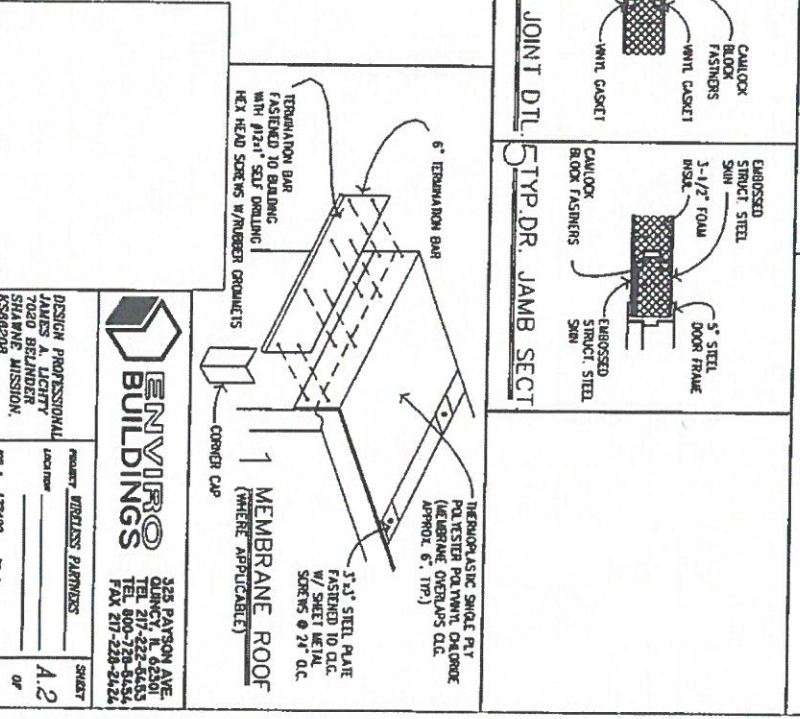
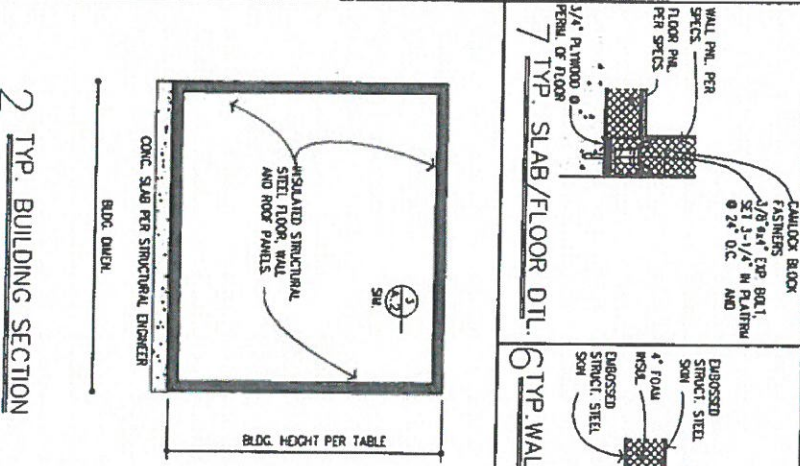
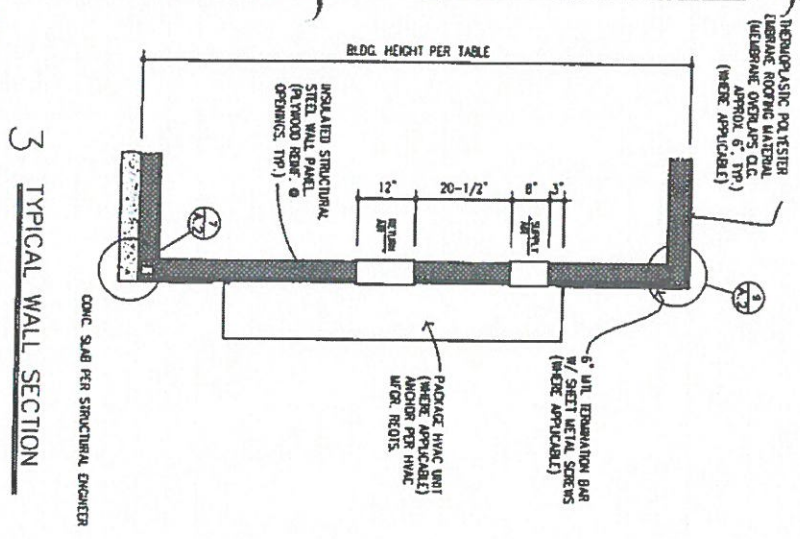
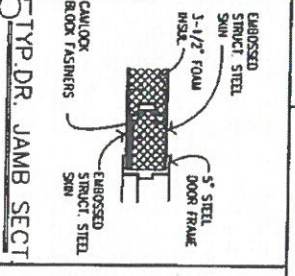
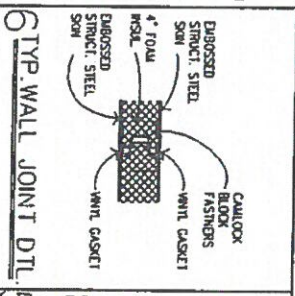
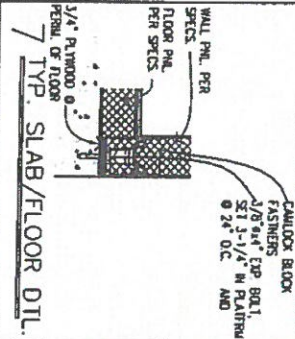
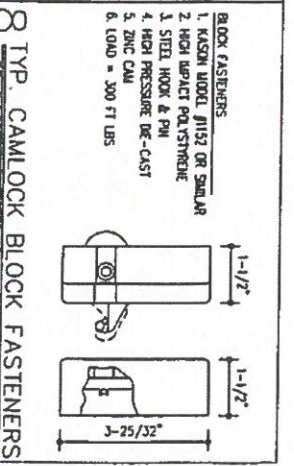
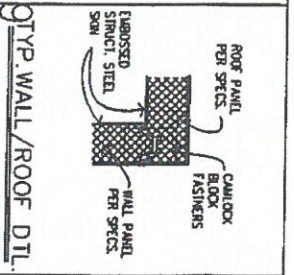
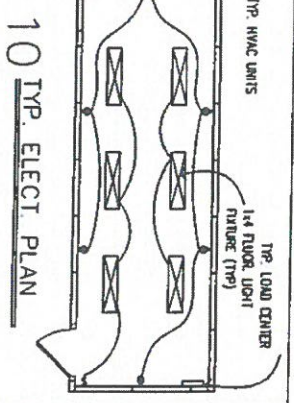
SIDE B

Diagram of a window with a height dimension of 2.4.



SIDE A

- GENERAL NOTES:**
1. ALL ELECTRICAL WILL BE SUBMITTANT SIGNED
 2. DATA PLATE TO BE AFFIXED TO FRONT OF ELECTRICAL PANEL
 3. FOR SURFACE MOUNTED CONDUIT SEE NEC SEC. 346-6 & TABLE 1, CH. 9
 4. FOR CONDUIT SUPPORTS, SEE NEC SEC. 346-12
 5. FOR RADIUS OF BEND FOR CONDUIT SEE NEC SEC. 346-10
 6. LOCATION & NUMBER OF WALL PENETRATIONS & DEVICES MAY VARY
 7. LOCATION OF ELECTRICAL DEVICES & EQUIPMENT MAY VARY
 8. INTERIOR & EXTERIOR FINISHES MAY VARY



ENVIRO BUILDINGS

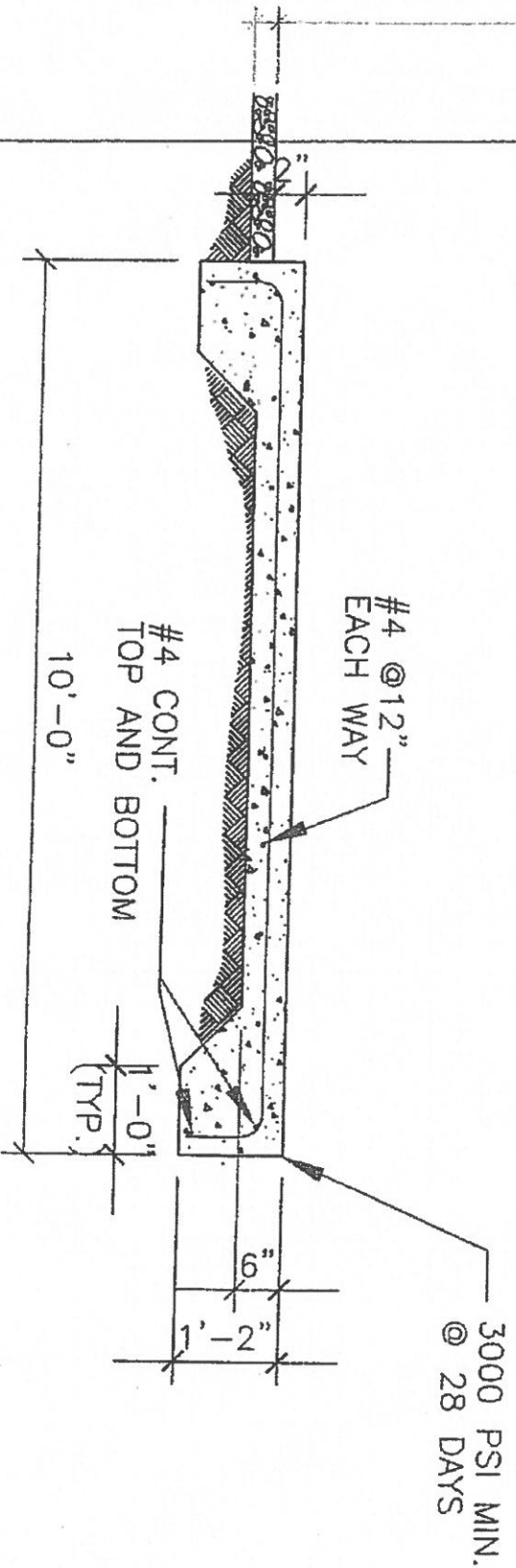
325 PAVSON AVE.
QUINCY, IL 62301
TEL. 217-222-6633
TEL. 800-728-8434
FAX 217-228-2424

DESIGN PROFESSIONAL
JAMES A. LICHTY
TODD BEHNDER
SHARON WILSON
913-541-2356

PROJECT: WIRELESS PARTNERS
LOCATION: _____
DATE: 1/2/2007

SHEET: A.2 OF 2

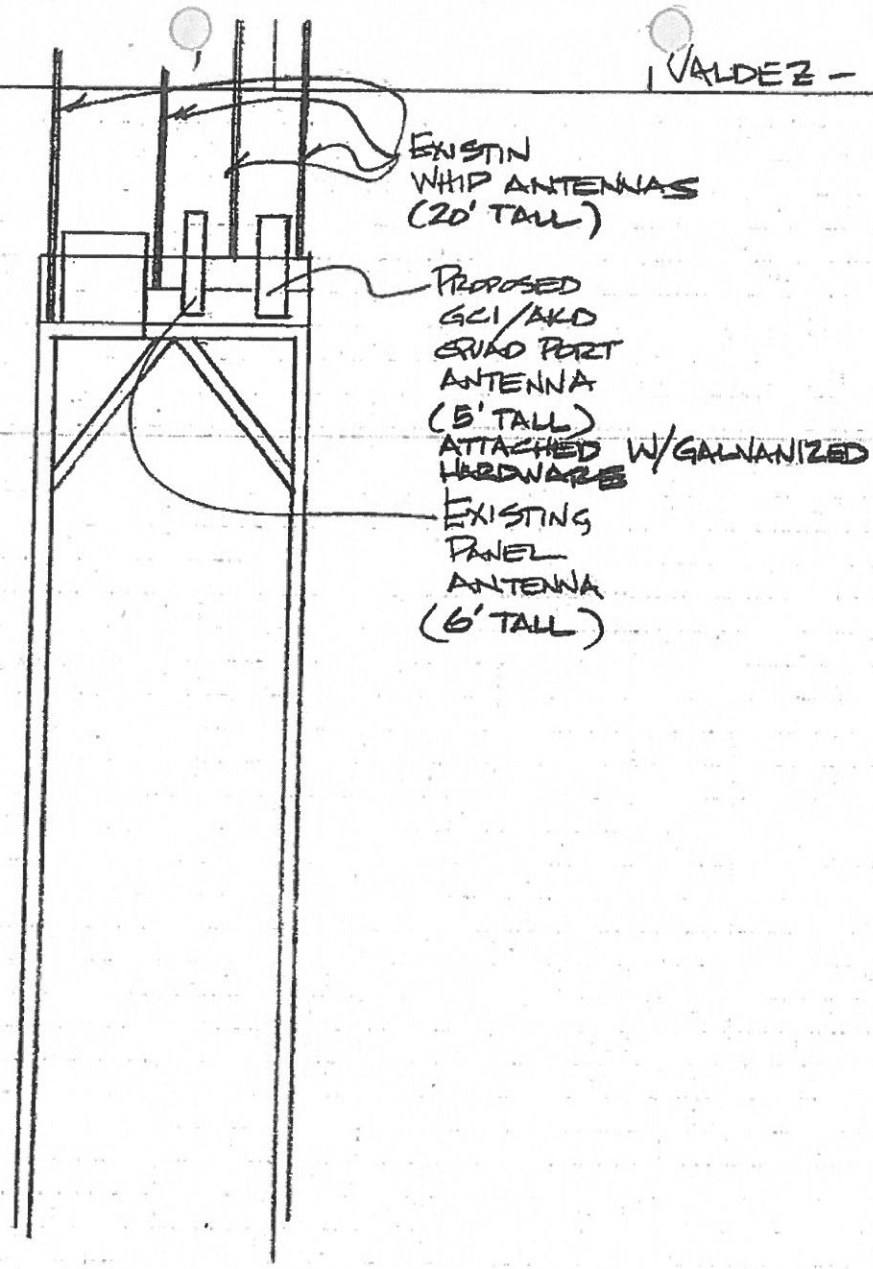
3" GRAVEL W/ GEOTEXTILE FABRIC



NOTE:

1. GRAVEL SHALL BE NATURAL OR CRUSHED GRAVEL WITH 100 PERCENT PASSING 1 INCH SIEVE.

EQUIPMENT PAD DETAIL



NORTH FACE

VALDEZ - SILO

3/

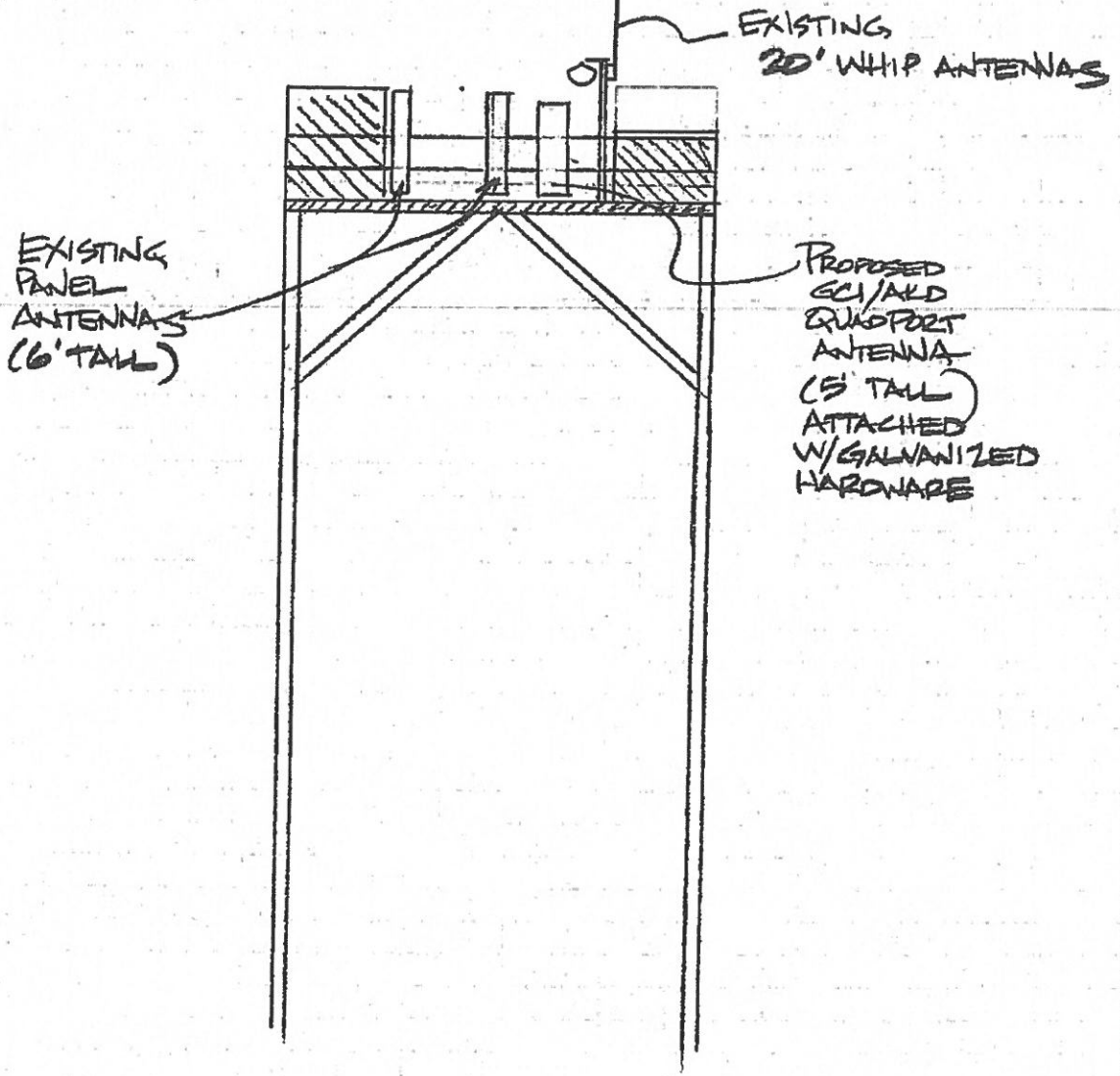
EXISTING ANTENNAS (20' TALL)
EXISTING ANTENNAS (6' TALL)

PROPOSED
GRI/AKD
QUAD PORT
ANTENNA
(5' TALL)
ATTACHED W/ GALVANIZED
HARDWARE

EAST FACE

VALDEZ - SILO

1/3



WEST FACE

EXHIBIT B

Environmental Laws

As used in this Use Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations, or permits pertaining to the protection of human health and/or the environment, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the Alaska Environmental Conservation Act, AS 46.03 et seq., the Alaska Oil Pollution Control Act, AS 46.04 et seq., the Alaska Oil & Hazardous Substance Release Act, AS 46.08 et seq., the Alaska Hazardous Substance Release Control Act, AS 46.09 et seq., the Coastal Zone Management Act and the Valdez CMP MSHA and OSHA, as amended from time to time, or any other comparable local, state or federal statute, regulation or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state or local land use laws dealing with environmental sensitivity including, but not limited to, laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitat, or historical or archeological significance.

As used in the Use Agreement, "Hazardous Substance" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their byproducts.